1030; *Postal Teleg. Co.* v. *Akron Cereal Co.*, 23 Ohio C. C. 516. The cases of the contrary view find in the business necessity of the sender of a telegram, honoring the terms of the message as received by the sendee, together with the fact that he has selected it as the medium to transmit his offer, sufficient reasons for making the law of agency apply to this comparatively new phase of business life, telegraphing. *W. U. Teleg. Co.* v. *Shotter*, 71 Ga. 760; *Ayer* v. *W. U. Teleg. Co.*, 79 Me. 493; *A. B. Brewing Assoc.* v. *Hutmacker*, 127 Ill. 652; *Magie* v. *Herman*, 50 Minn. 424; *Dunning* v. *Roberts*, 35 Barb. (N. Y.) 463; *N. Y. etc. Printing and Teleg. Co.* v. *Dryburg*, 35 Pa. St. 298; *Saveland* v. *Green*, 40 Wis. 431. The principal case states that conceding the presence of an agency relation, its character would be limited or specific in its scope and extend only to transmitting the message, identically as given by the sender, and the sendee as well as every one else would have notice of its limitation and of the inability of the telegraph company to impose any additional liability on the sender by negligent alteration.

TELEGRAPHS AND TELEPHONES—USE OF STREETS BY TELEGRAPH COMPANY—CONTROL AND REGULATION BY CITY.—The W. T. U. Co., authorized by its charter and by acts of Congress, was using the streets and alleys of Richmond, Va., for its poles and wires. It brought this bill to determine its rights with reference to an ordinance passed by the city. That ordinance regulates the size, number, and location of poles; requires the company to allow other persons or companies to use its poles under certain conditions; gives the city the right to use the poles for its fire alarm wires; and creates an "underground district" within which wires must be placed under ground. *Held*, the ordinance is not a restriction upon any right to use the streets given the company by the federal statutes, but on its face is a reasonable exercise of the police power and is valid. *Western Union Telegraph Co.* v. *City of Richmond* (1909), — C. C., E. D., Va. —, 178 Fed. 310.

There is no dispute at this day that telegraph companies doing business under congressional acts (U. S. Comp. St. 1901, p. 3579 et seq., and p. 2708) are subject to the police power of the state and municipality. *Richmond* v. *Southern Bell Telephone and Telegraph Co.*, 174 U. S. 761; *Village of Jonesville* v. *Southern Mich. Telephone Co.*, 155 Mich. 86. The question is, what is a reasonable exercise of police power? Laws requiring electric wires to be placed under ground are a legitimate exercise of police power. *People* v. *Squire*, 107 N. Y. 593; *American Rapid Tel. Co.* v. *Hess*, 12 N. Y. Supp. 536; *Northwestern Tel. Exch. Co.* v. *City of Minneapolis*, 81 Minn. 140. Removing electrical wires and poles not removed by the owner after notice is valid police regulation. *American Rapid Tel. Co.* v. *Hess*, 12 N. Y. Supp. 536. That a company shall have permission from board of commissioners or special officer before doing certain contruction work or be prosecuted is not impairing the rights of contracts, and is valid exercise of police power. *People* v. *Squire*, 145 U. S. 175; *People* v. *Squire*, 107 N. Y. 593; *City of Carthage* v. *Garner*, 209 Mo. 688. A company which has already obtained permission from a city council to occupy the streets on certain conditions is subject to subsequent regulations. *People* v. *Squire*, 145 U. S. 175. The

principal case is of interest because the court makes the positive statement that the above regulations are not unreasonable, and holds that it is the duty of local authorities to see that the safety and interests of the communities where such companies are located are protected.

WILLS—CONSTRUCTION—ESTATES CREATED.—A will contained the following clause: "I give and bequeath unto my beloved wife *** all the remainder of my estate, *** to be hers and at her disposal during her natural life or so long as she remains my widow, at the expiration of which term all of my estate then remaining to be equally divided among my remaining children." The wife executed a deed conveying the fee simple and warranting the title. *Held,* the title thus conveyed is good against the claim of title by the remaindermen under the will. *Mayo et al.* v. *Harrison et al.* (1910), — Ga. —, 68 S. E. 497.

In *Brant* v. *Virginia Coal and Iron Co. et al.* (1876), 93 U. S. 326, the Supreme Court of the United States construed a similar clause: "I give and bequeath to my beloved wife *** all my estate, both real and personal *** to have and to hold during her life, and to do with as she sees proper before her death." The court held that the wife took a life estate only and the power conferred was to deal with the property as she might choose, consistently with that estate; that the power of disposition was limited to the estate granted. This conclusion may seem not in accord with the holding in the principal case, but it is believed that the decisions may be reconciled upon the ground that in the principal case there was a power of disposition given which might be exercised at any time during the life of the donee of the power, while in the Supreme Court case there was a devise of a life estate followed by a power of disposition, and this power of disposition was very properly held to refer to the estate created by the words just preceding. The decision of the same court in *Roberts* v. *Lewis* (1893), 153 U. S. 367, illustrates that these cases are of a very doubtful nature. There the words of the will were: "To be and remain hers, with full power, right and authority to dispose of same as to her shall seem most meet and proper, so long as she shall remain my widow, etc." The Supreme Court of Nebraska held that the will gave power to convey the fee. On appeal, the Supreme Court held that the power covered only the estate granted. *Giles* v. *Little* (1881), 104 U. S. 291. The same will came before the Nebraska court again in the *Roberts* case, supra, and that court abided by its former decision and an appeal was again taken. The Supreme Court then reversed its former decision, basing the reversal on an omission of the word "clearly" from a statute of Nebraska set out in the former record. That statute enacted that a testator is deemed to devise all the estate which he can lawfully devise unless a contrary intent appear clearly from the will. The holdings of the state courts differ widely on the question, but as Mr. Justice GRAY said in *Roberts* v. *Lewis,* supra, "The general current of authority in other courts is with our present conclusion," that a deed in fee under such a devise is valid.